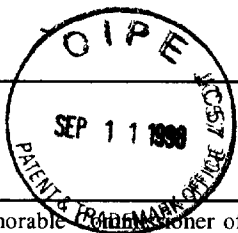


Mad 9-11-98



FORM PTO-159;  
1-31-92

RECOR  
TR

09-24-1998



100836715

Mail No.: TB 686 626 347 US  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and T  
Box Assignment, Washington, DC 20231

documents or copy thereof.

1. Name of conveying party(ies):  
  
Wells Fargo Bank, National Association

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other National Banking Association  
Additional name(s) of conveying party(ies) attached? ☐ Yes  
☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination, Release and Reassignment of Security Interest in Trademarks

Execution Date: August 24, 1998

4. Application number(s) or registration number(s):  
  
A. Trademark Application No.(s) none

Additional numbers attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies):  
  
Name: Geyser Peak Partners a/k/a Geyser Peak Winery  
  
Internal Address: \_\_\_\_\_  
  
Street Address: P.O. Box 25  
  
City Geyserville State CA ZIP 95441

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☒ General Partnership -- California  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attn.: Catherine H. Stockell, Esq.

File No.: 6187-1108-999

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ 115.00

Please charge to the deposit account listed in Section 8, together with any other fees that may be due.

8. Deposit account number:  
16-1150

09/23/1998 JSHBAZZ 00000227 161150 1650025  
01 FE:481 48.00 CH  
02 FC:482 75.00 CH

DO NOT USE THIS SPACE

all OK

9. Statement and signature.

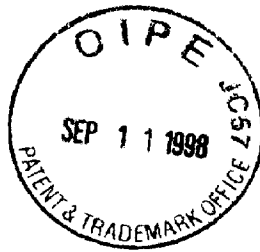
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Catherine H. Stockell September 11, 1998  
Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

**CONTINUATION OF 4.B.**



**I. United States**

**Trademark**

**Reg. No.**

**Reg. Date**

TRIONE VINEYARDS SONOMA  
COUNTY and Design

1,850,825

8/23/84

CANYON ROAD

1,861,116

11/1/94

RESERVE ALEXANDRE

1,586,023

3/6/90

SEQUOIA

1,904,571

7/11/95



TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS ("Release") dated as of the 24<sup>th</sup> day of August, 1998, by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank"), and GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), a California general partnership (the "Debtor").

W I T N E S S E T H :

WHEREAS, the Bank and the Debtor entered into a certain Continuing Security Agreement: Rights to Payment and Inventory, dated as of December 2, 1996 (the "Security Agreement"), to secure the payment of all indebtedness and performance of all obligations then or thereafter existing under the Security Agreement, and/or in connection with any promissory note and/or loan agreement then or thereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank, dated as of December 2, 1996, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which from time to time may be entered into between Debtor and Bank (the "Loan Agreement");

WHEREAS, pursuant to the Security Agreement, and to further clarify and declare the rights and obligations created therein, Debtor and Bank entered into a Trademark Collateral Assignment Agreement, dated as of January 21, 1997 (the "Trademark Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) by which the Debtor granted, assigned, conveyed, mortgaged and transferred to Bank as security for the aforementioned obligations its right and interest in and to certain Property of the Debtor;

WHEREAS, the Trademark Agreement was recorded in the United States Patent and Trademark Office on February 11, 1997, at Reel 1554, Frames 436 through 445;

WHEREAS, Bank and Debtor executed a First Amendment to Trademark Collateral Assignment Agreement, dated as of March 2, 1998 (the "First Amendment"), in order to add certain present and future obligations of Henry Trione, an individual, to Bank (the "Third Party Obligations") as obligations secured by the Trademark Agreement;

WHEREAS, Debtor has paid and performed in full all obligations under the Security Agreement and the Loan Agreement, including the Third Party Obligations, and has requested that Bank terminate the Trademark Agreement and First Amendment, release its security interest in the Property of Debtor, and reassign the same to Debtor;

PENY4-714186.1

TRADEMARK  
REEL: 1790 FRAME: 0855

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Bank does hereby release and terminate all security interests in and to the Property which were granted, assigned, conveyed, mortgaged and transferred to Bank as security for all obligations under the Security Agreement and Loan Agreement, and Bank does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to Debtor all of Bank's right, title and interest in and to the Property including, without limitation, the following:

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor had or has an interest, including (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference, and (ii) all reissues and/or extensions of any of the Property; and

(b) the right to sue for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

2. The parties hereto do hereby cancel and terminate the Trademark Agreement and First Amendment, and all rights and obligations of the parties thereunder, including, without limitation, the license and rights granted thereunder.

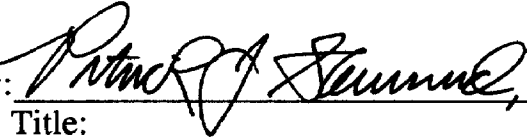
3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of California.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

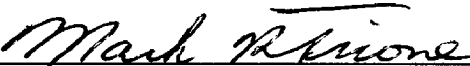
BANK

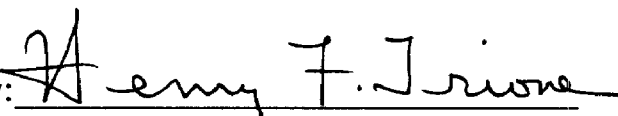
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
111 Sutter Street, 20th Floor  
San Francisco, CA 94163

By:  VP/LTM  
Title:

DEBTOR

GEYSER PEAK PARTNERS  
(also known as GEYSER PEAK WINERY)  
22281 Chianti Road  
Geyserville, California

By:   
GPV, INC.  
General Partner  
Name:  
Title:

By:   
TRIONE WINES, INC.  
General Partner  
Name:  
Title:

STATE OF

) California

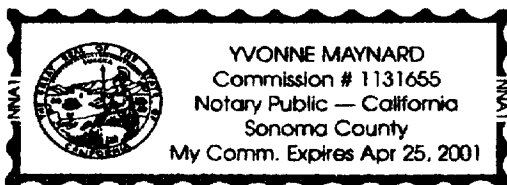
COUNTY OF

) ss.:  
) Sonoma



On this 24<sup>th</sup> day of August, 1998, before me personally came Patrick J. Sherwood, to me known, who being by me duly sworn, did depose and say that he resides at 200 B Street, Santa Rosa, Ca; that he is the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said bank; and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Yvonne Maynard  
Notary Public

STATE OF

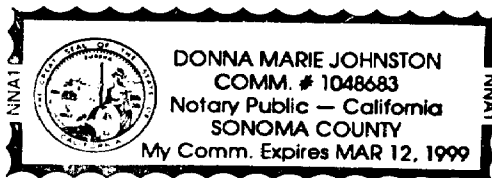
) California

COUNTY OF

) ss.:  
) Sonoma

On this 20<sup>th</sup> day of August, 1998, before me personally came Mark H. Thioe, to me known, who being by me duly sworn, did depose and say that he resides at 920 Madeline Ct. - Santa Rosa, Ca; that he is the President of GPV, INC., a General Partner of GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), the California general partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said partnership; and that he signed said instrument on behalf of said partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Donna Marie Johnston  
Notary Public

PENY4-714186.1

TRADEMARK  
REEL: 1790 FRAME: 0858

STATE OF

) *California*

) ss.:

COUNTY OF

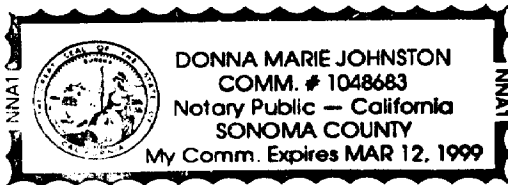
) *Sonoma*



On this 30th day of August, 1998, before me personally came Henry F. Trione, to me known, who being by me duly sworn, did depose and say that he resides at 950 Madeline Ct. - Santa Rosa, Ca; that he is the President of TRIONE WINES, INC., a General Partner of GEYSER PEAK PARTNERS (also known as GEYSER PEAK WINERY), the California general partnership described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said partnership; and that he signed said instrument on behalf of said partnership pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Donna Marie Johnston  
Notary Public



PENY4-714186.1

TRADEMARK  
REEL: 1790 FRAME: 0859

# EXHIBIT A

to

## TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRIONE VINEYARDS SONOMA COUNTY and Design	1,850,825	8/23/84
CANYON ROAD	1,861,116	11/1/94
RESERVE ALEXANDRE	1,586,023	3/6/90
SEQUOIA	1,904,571	7/11/95

PENY4-714186.1

RECORDED: 09/11/1998

TRADEMARK  
REEL: 1790 FRAME: 0860